

8. Submit the repair order(s) which should contain the **Contract** number, **Administrator** within thirty (30) days at the following address. For in payment plan.

Claims Administration perform
Interstate National Dealer Servi
6120 Powers Ferry Rd. NW, Suite 200, At
1-800-526-0929 Claims Fax: 678-



BUSINESS & LABOR

Law Offices of 4

EXHIBIT NO. Bruce M. Spencer, PLLC

DATE 7/26/15

BILL NO. SB132

Bruce M. Spencer

PO Box 726

Helena, MT 59624

(406) 459-2122

bruce@brucespencerlaw.com

Cancellation of Vehicle Servi

1. **You** may cancel this **Contract** at any time including when the **Vehicle** is sold, lost, stolen or destroyed by notifying **Us**. Contact the **Administrator** for a Cancellation Form which will need to be completed and sent to the **Administrator**. The Cancellation Form must include an odometer statement showing mileage at the time of request.
2. **We** may cancel this **Contract** for non-payment of the **Contract** charge, or for Your intentional misrepresentation in obtaining this **Contract** or in submitting a claim. If **We** cancel this **Contract**, **You** will receive a pro-rata refund of the unearned **Contract** charge paid reflecting the greater of the days in force or the mileage elapsed based on the term of the **Contract**, less a service charge of one hundred dollars (\$100).
3. If **Your Vehicle** and this **Contract** has been financed, the lien holder may cancel this **Contract** for non-payment, or if **Your Vehicle** has been declared a total loss or has been repossessed. The rights under this **Contract** are transferred to the lien holder and the lien holder is also entitled to any resulting refund. In the event **Your Contract** is cancelled for non-payment, **You** forfeit any and all refund rights.
4. A. If **You** cancel this **Contract** within thirty (30) days of purchase and no claim has been filed, the entire **Contract** charge paid will be refunded.
B. If **You** cancel this **Contract** after thirty (30) days of purchase or if a claim has been filed, an amount of the unearned **Contract** charge paid will be refunded according to the pro-rata method reflecting the greater of the days in force or the mileage elapsed based on the term of the **Contract**. A one hundred dollar (\$100) service charge and the total amount of all authorized claims will be deducted from the refund. Elapsed time and mileage shall be measured from the **Contract** purchase date and the **Contract** purchase mileage.
5. In the event of cancellation, the lien holder, if any, will be named on the cancellation refund check.

Exclusions

This Vehicle Service Contract Provides NO Coverage or Benefits for the following:

- A. ANY FAILURES OCCURRING DURING THE FIRST THIRTY (30) DAYS AND ONE THOUSAND (1,000) MILES, UNLESS THIS CONTRACT QUALIFIES AS A CONTINUATION OF COVERAGE CONTRACT AS DEFINED IN THE "CONTRACT PERIOD" SECTION OF THIS DOCUMENT.
- B. BATTERY; BATTERY/BATTERY PACK ON HYBRID/ELECTRIC VEHICLES; SHOCK ABSORBERS; MANUAL TRANSMISSION CLUTCH ASSEMBLY; FRICTION CLUTCH DISC & PRESSURE PLATE; THROW OUT BEARING; MANUAL AND HYDRAULIC LINKAGES; SAFETY RESTRAINT SYSTEMS (INCLUDING AIRBAGS); GLASS; LENSES; SEALED BEAMS; BULBS; BRAKE ROTORS & DRUMS; TV/VIDEOGAME SYSTEMS; WEATHER STRIPS; EXTERIOR BODY PARTS/ORNAMENTATION; PAINT; UPHOLSTERY & CARPET; TIRES; WHEELS/RIMS; EXHAUST SYSTEM.
- C. MAINTENANCE SERVICES AND PARTS DESCRIBED IN YOUR VEHICLE'S OWNER'S MANUAL AS SUPPLIED BY THE MANUFACTURER AND OTHER NORMAL MAINTENANCE SERVICES AND PARTS INCLUDING, BUT NOT LIMITED TO: ALIGNMENTS; WHEEL BALANCING; TUNEUPS; SPARK PLUGS AND SPARK PLUG WIRES; GLOW PLUGS; HOSES; DRIVE BELTS; BRAKE PADS; LININGS AND SHOES; DRUMS AND ROTORS AND WIPER BLADES. SHOP SUPPLY CHARGES; EPA DISPOSAL FEES; SPECIAL ORDER PARTS SHIPPING COST; PARTS LOCATOR RESEARCH FEE; STORAGE FEES; FILTERS, LUBRICANTS, COOLANTS, FLUIDS AND REFRIGERANTS WILL BE COVERED ONLY IF REPLACEMENT IS REQUIRED DUE TO A COVERED FAILURE.
- D. ANY COMPONENT NOT COVERED BY THE VEHICLE MANUFACTURER FOR THE FULL TERM OF THE VEHICLE WARRANTY IS EXCLUDED.
- E. ANY FAILURE RESULTING FROM COLLISION; INTERNAL OR EXTERNAL FIRE; THEFT; VANDALISM; RIOT; EXPLOSION; LIGHTNING; EARTHQUAKE; FREEZING; RUST OR CORROSION; WINDSTORM; HAIL; WATER OR FLOOD; ACTS OF GOD; SALT; ENVIRONMENTAL DAMAGE; CONTAMINATION OR LOSS OF FLUIDS, FUELS, COOLANTS OR LUBRICANTS.
- F. ANY FAILURE CAUSED BY MISUSE; ABUSE; NEGLIGENCE; LACK OF NORMAL MAINTENANCE REQUIRED BY THE MANUFACTURER'S MAINTENANCE SCHEDULE FOR YOUR VEHICLE; IMPROPER SERVICING BY YOU AFTER THE EFFECTIVE DATE OF THIS CONTRACT; SLUDGE BUILD-UP OR NOT MAINTAINING PROPER LEVELS OF LUBRICANTS AND/OR COOLANTS; OR NOT PROTECTING THE VEHICLE FROM FURTHER DAMAGE WHEN A FAILURE HAS OCCURRED.
- G. ANY REPAIR OR REPLACEMENT OF A COVERED PART IF A FAILURE HAS NOT OCCURRED OR IF THE WEAR ON THAT PART HAS NOT EXCEEDED THE FIELD TOLERANCES PERMITTED BY THE MANUFACTURER.